

THIS BOOK DOES  
NOT CIRCULATE

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THIS AGREEMENT made this 10th day of May 1977,  
by and between the Township of Jackson in the County of  
Ocean, a municipal corporation of the state of New Jersey,  
hereinafter referred to as the "Employer" and the Office &  
Professional Employees International Union, Local 142, AFL-  
CIO, hereinafter referred to as the "Union".

## WITNESSETH:

WHEREAS, it is the intent and purpose of the parties  
hereto to promote and improve the harmonious and economic  
relations between the Employer and its employees and to  
establish a basic understanding relative to rates of pay,  
hours of work and other conditions of employment consistent  
with the law and established practices not modified by this  
Agreement;

NOW THEREFORE, in consideration of these premises and  
mutual covenants herein contained, the parties hereto agree  
with each other with respect to the employees of the Employer  
recognized as being represented by the Union as follows:

ARTICLE 1 - RECOGNITION

Section 1. The Employer hereby recognizes the Office  
and Professional Employees International Union, Local 142,  
AFL-CIO, as the exclusive representative for all certified  
and non-certified office and clerical employees employed by  
the Township of Jackson but excluding managerial executives,  
supervisors, confidential employees, professional employees,

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seasonal employees, senior citizens part-timers, craft employees and policemen within the meaning of the act.

Section 2. This agreement shall govern all matters and conditions of employment herein set forth.

Section 3. This agreement shall be binding upon the parties hereto.

#### ARTICLE II - HOURS OF WORK AND OVERTIME

Section 1. The regular work week shall consist of not more than thirty-five (35) hours, on a schedule of not more than seven (7) hours per day, exclusive of the lunch period, between Monday and Friday, inclusively.

Section 2. All work performed in excess of thirty-five (35) hours in one (1) week, or seven (7) hours in one (1) day, shall be considered overtime and shall be compensated at the rate of time and one-half, or compensatory time instead of pay at the employees option at the rate of time and one-half.

Section 3. Employer shall make reasonable efforts to notify the employee involved about overtime assignment.

#### ARTICLE III - HOLIDAYS

Section 1. The following holidays or the day celebrated as such shall be observed with full pay: New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Primary Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Election Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day. The Employer hereby agrees to recognize as holidays all days recognized by the State of New Jersey as enumerated in N.J.S.A.36:1-1, including such other days as may be added thereto from time to time.

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Section 2. Holidays falling on Sunday shall be celebrated on the following Monday; Holidays falling on Saturday shall be celebrated on immediately preceeding Friday.

Section 3. An employee required to work on any Holiday specified in this Agreement, shall be guaranteed seven (7) hours work or pay in lieu thereof, at the applicable rate.

Section 4. No employee shall be required to work on any Holiday specified in this Agreement unless approved by the Department Head. Employees who work on such Holidays shall be compensated at time and one-half his or her regular rate of pay, plus his or her holiday pay.

Section 5. In the event of death in the immediate family, and employee shall be granted up to, but not exceeding, 4 personal days for any one death in the immediate family.

Said personal days shall be non-cumulative, and shall be non-deductible from vacation leave or sick leave. (definition of "Immediate Family" as per Jackson Code)

#### ARTICLE IV - VACATIONS

Section 1. Vacation shall be as follows: New full-time employees shall be entitled to one (1) working day of vacation leave for each month of the first year up to 13 working days vacation leave at the completion of the first year. Employees who have completed one (1) year of full-time service shall receive vacation leave as follows:

a. For one (1) year but less than five (5) years of service, 13 working days of each year.

b. For five (5) years but less than ten (10) years of service, 17 working days of vacation during each year.

c. For ten (10) years but less than fifteen (15) years of service, 21 working days during each year.

d. For fifteen (15) or more years of service, 23 working days during each year. Vacation leave is to be automatically credited to employees who have completed one (1) year of full-time service on January 1st of each year. Vacation leave credited on January 1st is to be prorated in the event the 5th, 10th or 15th anniversary of service falls during the calendar year.

Section 2. Employees shall be entitled to carryover of vacation days pursuant to N.J.S.A. 11:24A-1.

#### ARTICLE V - LAYOFFS

Section 1. Layoffs shall be pursuant to Civil Service Rules.

#### ARTICLE VI - DISCHARGE AND DISCIPLINE

Section 1. Suspension, fine and demotion for disciplinary purposes shall be pursuant to Civil Service Rules.

#### ARTICLE VII - GRIEVANCE PROCEDURE

##### Section 1. General Policy

It is the policy of the Township of Jackson that every employee at all times be treated fairly, courteously and with respect. Conversely, each employee is expected to accord the same treatment to his associates, supervisors and to the public.

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## Section 2. Definition

A Grievance within the meaning of this Agreement shall be a controversy or dispute arising between the parties hereto involving the interpretation of any provision of this Agreement.

## Section 3. Verbal grievance

A. Whenever an employee has a grievance, he or she and the Union Steward shall first present it verbally to his or her supervisor. It is the responsibility of the supervisor to arrange a mutually satisfactory settlement of the grievance within five (5) days of the time when it was first presented to him, or, failing in that, the supervisor must within that time advise the employee of the inability to do so.

B. When an employee is informed by his or her supervisor that the supervisor is unable, within the discretion permitted, to arrange a mutually satisfactory solution to the grievance it shall be submitted to a higher authority, in writing in accordance with Section 4. herein.

## Section 4. Formal written grievance

A. If an employee's complaint is not satisfactorily settled by his or her supervisor in accordance with Section 3., the employee and the Union Steward shall prepare the grievance in writing, in duplicate. The grievance should be stated as completely and as clearly as possible in order to permit prompt handling. One (1) copy of the grievance shall be immediately placed in the hands of the Business Administrator.

B. The other copy of the grievance shall be presented by the employee and the Union Steward to his or her immediate supervisor, to whom the grievance was made verbally. The supervisor will report the facts and events which led up to its presentation in writing, including in this written report any verbal answer he may have previously given to the employee and the Union Steward concerning this grievance. Within five (5) days after receipt of the written grievance, the supervisor must present it, with the information required from him, to the Business Administrator.

C. The Business Administrator, Union Steward, and employee will attempt to find a mutually satisfactory solution to the grievance within five (5) days. Failing a solution, the complaint, accompanied by a written report on the matter by the Administrator, must be forwarded to the Township Committee. The Committee will then consider and formally act on the complaint within ten (10) days.

D. Since it is intended that most, if not all, grievances can and should be settled without the necessity of reference to the Committee, no grievance will be heard or considered by the Committee which has not first passed through the above-described steps.

E. Employer agrees that where a grievance arises involving the interpretation or application of any provision of this Agreement, and the Township Committee and the employee are unable to reach a mutually satisfactory settlement within ten (10) working days, the said grievance may be

submitted to arbitration upon the written demand of either the Union or the Employer, provided such request is made within twenty (20) days after the final decision of the Township Committee.

F. Within ten (10) days following a written request for arbitration of a grievance, one (1) representative of the Employer and one (1) representative of the Union shall sit with a third neutral party to be jointly chosen. In the event the two (2) parties (Employer and Union) cannot agree on the third neutral party, then the Federal Mediation and Conciliation Service shall be requested to designate such neutral third party to serve on such Arbitration Panel. Any and all awards shall be by majority decision of the Arbitration Panel and shall be advisory and non-binding on the parties. The Arbitrator's fee, and expenses, if any, shall be borne jointly by the Employer and the Union. Preparation and presentation expenses shall be borne separately by each party.

G. All papers and documents relating to a grievance and its disposition will be placed in the employee's personnel history file.

H. It is the intention of the parties to settle all differences between the Employer and the Union through grievance procedures in accordance with the provisions of this Agreement. Therefore, Employer agrees that he will not lock out his Employees, and the Union agrees that it will

not sanction, nor will its members engage in a strike, slow down or work stoppage during the life of this Agreement.

I. It is expressly agreed between the parties hereto that the aforesaid grievance procedure and arbitration procedure shall not be applicable to the provisions of Articles V and VI of this Agreement. In the event of a layoff or demotion in lieu of layoff, or in the event of a suspension, fine, demotion or removal, an employee's sole remedy shall be the procedure of an appeal to the Civil Service Commission after a hearing and determination by the Township Committee.

#### ARTICLE VIII SICK LEAVE LEAVES OF ABSENCE

##### Section 1. Sick Leave

The Employer agrees to grant his employees fifteen days sick leave, with pay, per year, same to be cumulative from year to year.

##### Section 2. Sick Leave of Absence

Employees shall be granted extended leaves of absence without pay not to exceed six (6) months beyond the accumulation of paid sick leave referred to during periods of lengthy illness or disability so certified by a medical doctor. This may be extended six (6) months at the Employer's option.

Section 4. In the case of death in the immediate family an employee shall be granted a leave of absence of four (4) working days. This leave of absence will not be charged against leave. The term immediate family shall be as defined in Section 20-34B. of the Jackson Code.

Section 5. The Employer agrees to grant four (4) hours per month, non-cummulative, to the Union Steward selected to perform work for the union.

Section 6. The Employer agrees to pay full wages to any employee obliged to serve on a Jury, provided the employee pays to the Employer moneys paid by the County for such service.

Section 7. The Employer agrees to allow a reasonable period, with pay, to any employee called upon to testify in a legal proceeding in connection with said employee's official duties as municipal employee provided a subpoena is received by said employee.

Section 8. The Employer agrees to abide by the provisions of the Selective Service Act and its judicial interpretations with respect to leaves of absence due to military service.

Section 9. The Employer agrees to allow leaves of absence as necessary to any employee called upon to perform mandatory non-voluntary duty with Military Reserve or National Guard contingents.

Section 10. Employer agrees that the bonus pay program outlined under Jackson Code Sec.20-34H. shall remain in force and effect.

Section 11. An employee shall have the option each year of either accumulating, or of taking any unused portion of the

fifteen days of sick leave granted for that year in straight pay, provided that notification of the desire to use this option is submitted in writing to the Business Administrator and the employee's Department Head, no later than November 1 of each year. Sick days used in this option shall be deducted from the accumulative sick leave total of the employee and shall not be applicable to the bonus pay program outlined under Jackson Code Section 20-34H.

Section 12. Each employee shall be granted five (5) days of personal leave per year to be deducted from sick leave. Except in the case of an emergency situation, the use of said personal days shall be subject to approval by the employee's Department Head and the Business Administrator, which approval is not to be unreasonably withheld.

#### ARTICLE IX PROMOTIONS

Section 1. The Employer agrees to make promotions pursuant to Civil Service Rules.

Section 2. Where an employee is assigned by a Department Head to perform the duties of a higher Civil Service position in the classified service on a temporary basis because of the absence of an employee holding such higher position in the classified service, such temporarily assigned employee shall be entitled to be compensated at the base salary of the replaced employee subject to a maximum differential of \$1,000 per year between the salaries of the two employees. Only permanent employees who are eligible and qualified for promotion to such higher Civil Service classified position may be so temporarily assigned, when such employees are available. The provisions of this Section shall not take effect until the employee who is assigned to temporarily perform the duties of a

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higher Civil Service classified position performs such duties for a period of five consecutive days, at which time these provisions shall have retroactive effect to the first day of assignment.

ARTICLE X WAGES

Section 1. An eight percent (8%) across the board increase in wages is to be applied to all full-time employees for the Calendar Year 1977; as well as an additional 8% for the Calendar Year 1978.

Section 2. In addition to the annual basic wage, there shall be paid to each qualified full time employee as additional salary, a longevity increment of two (2) percent of base pay upon completion of the first five years of continuous employment and an additional two (2) percent of base pay for each additional five years of continuous employment, to a maximum of ten (10) percent longevity increment after twenty five (25) years of continuous employment.

ARTICLE XI EMPLOYEE BENEFITS HOSPITAL AND MEDICAL INSURANCE.

Section 1. Employer agrees to continue present benefits as provided by the Jackson Code.

Section 2. The current program for hospital and medical insurance shall be continued for full time employees.

Section 3. Commencing in 1977, Employer shall continue to provide the existing dental service plan coverage to all employees, plus their spouses and dependent children, at no cost to them. Said plan shall be the New Jersey Dental Service Plan, Inc., or its equivalent. The Township shall apply

for such family coverage immediately upon execution of this Agreement.

Section 4. Employer shall attempt to obtain Blue Cross - Blue Shield direct coverage. If any monetary savings result from such direct coverage, such savings shall be applied to an improvement in the coverage plan, or to additional coverage, for the benefit of the employees.

#### ARTICLE XII GENERAL PROVISIONS

Section 1. There shall be no discrimination because of race, creed, sex, age, marital status or union activity, or on account of a change in administration of the Township.

Section 2. The Employer agrees to continue to abide by all laws regarding safety of its employees and furnish general comforts and sanitary conditions for its employees.

Section 3. Any written statement or verbal agreement between an employee and the Employer which may be contrary to or in conflict with the terms and conditions of this Agreement shall be null and void.

Section 4. No clause in this Agreement is to be understood to imply a lowering of health and safety conditions heretofore existing in the office.

Section 5. Employee agrees to give the Employer two (2) weeks notice of intent to resign.

Section 6. It is understood that a job reclassification study is being prepared by the Civil Service Commission. In the event that the Civil Service Commission reclassifies any position or positions, the Township agrees to conform to Civil Service Rule 4:1-6.5, and any employee whose position is reclassified shall be entitled to a salary increase at the annual rate of \$240.00 per year for each classification increase.

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(For example a reclassification of an employee from Clerk Typist to Senior Clerk Typist - \$240.00 per year salary increase; a reclassification of an employee from Clerk Typist to Principal Clerk Typist - \$480.00 per year increase).

Section 7. When it is proven to be feasible to the satisfaction of the Township Committee, Employer shall deduct from each employees wages such Union dues and fees as may be specified by the Union, from all employees covered by this agreement who have voluntarily agreed to such deduction in writin. Said deductions shall be duducted from such employees salary for the first pay period of each month and forwarded to whomsoever is designated by the union. The Township may request the discontinuance of this provision at the expiration of this agreement.

Section 8. Employees shall have access to their personnel files upon reasonable notice to the Employer, and shall be permitted to place any documents desired into said file.

#### ARTICLE XIII - MANAGEMENT RIGHTS

Section 1. The Union recognizes that there are certain functions, responsibilities, and management rights exclusively reserved to the Employer. All of the rights, power, and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer subject only to such limitations as are specifically provided in this Agreement, or by appropriate laws.

It shall be mutually agreed that the Township, as Employer, and Union, as Employees, will abide by Title II, Civil Service, of the Revised Statutes of New Jersey, and the Rules and Regulations of the Civil Service Commission.

No provision of this Agreement will, in any way, contravene the Authority and Responsibility of the Civil Service Commission.

The Employer shall have the right to determine all matters concerning the Management or Administration of the various Departments of the Municipality, the right to direct the various Departments, to hire and transfer Employees, to combine and eliminate jobs, and to determine the number of Employees needed for specific Job Assignments, subject to Civil Service Rules and applicable laws.

Section 2. Nothing in this Agreement shall interfere with the right of the Employer in accordance with the applicable law, rules and regulations to:

a. Carry out the statutory mandate and goals assigned to a municipality utilizing personnel, methods and means in the most appropriate and efficient manner possible.

b. Manage employees of the Employer, to schedule vacations of employees, to hire, promote, transfer, assign or retain employees in positions within the Employer and in that regard to establish reasonable work rules in written form, with copies and amendments thereto to be provided to employees.

c. Pursuant to Civil Service Rules, to suspend, demote, reduce, discharge or take other appropriate disciplinary action against an employee for just cause; or to lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive; provided that reduction in force level

of certified personnel shall not be effected until non-certified personnel performing office functions are laid off.

ARTICLE XIV - SAVINGS CLAUSE

Section 1. It is understood and agreed that if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be held invalid, the remainder of this Agreement shall not be affected thereby.

Section 2. If any such provisions are so invalid the employer and the union will meet for the purpose of negotiating changes made necessary by applicable law.

ARTICLE XV - DURATION

Section 1. This Agreement shall be in effect from January 1, 1977 to and including December 31, 1978.

Section 2. Notice to terminate this agreement shall be given in writing by either party no later than November 1, 1978.

ARTICLE XVI - COMPLETENESS OF AGREEMENT

This Agreement constitutes the entire collective bargaining Agreement between the parties and settles for the term of this Agreement all matters which were, or might have been, raised in all collective bargaining negotiations leading to the signing of this Agreement, except as follows:

A. The parties agree to negotiate for the year 1978 a Salary Guide whereby an employee appointed to a classified position shall progress from year to year from the minimum to the maximum salary range for such position;

B. In the event that New Jersey State Unemployment Compensation Coverage does not become effective as of January 1, 1978 - so as to cover the employees hereunder, the parties agree to reopen negotiations on the union demand for disability insurance coverage for major illnesses.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this                      day of                      1977.

TOWNSHIP OF JACKSON

ATTEST:

BY \_\_\_\_\_  
F.J. SAVAGE                      Mayor

JOHN C. KIEBLER Township Clerk

OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION LOCAL 142  
AFL-CIO

ATTEST:

BY \_\_\_\_\_

\_\_\_\_\_

No. 224R-77

Date of Adoption May 10, 1977

Title: AUTHORIZING EXECUTION OF CLERICAL UNIT CONTRACT FOR  
1977 - 1978Committeeman Polito presents the following Resolution  
Seconded by Committeeman Williams

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WHEREAS, negotiations were entered into pursuant to Public Law 1968, Chapter 303, between the Township of Jackson in the County of Ocean and Jackson Township Clerical Workers Union, Local 142, Office and Professional Employees Union, AFL-CIO, relative to rates of pay, hours of work, and other conditions of employment, within the Township of Jackson; and

WHEREAS, as a result of these negotiations, agreement was reached regarding these matters; and

WHEREAS, a Contract setting forth the terms and conditions agreed upon by the parties thereto was prepared by Joseph F. Martone, Township Attorney, and approved by Scott Tanne, Esq., Attorney for the Union.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWNSHIP COMMITTEE OF THE TOWNSHIP OF JACKSON, COUNTY OF OCEAN, STATE OF NEW JERSEY; that:

1. The Agreement between the Township of Jackson and Jackson Township Clerical Workers Union, Local 142, Office and Professional Employees Union, AFL-CIO, for the years 1977 - 1978, a copy of which is annexed hereto, and is made a part hereof, is hereby accepted by the Township of Jackson, and the Mayor is hereby authorized to execute the same, and the execution of the said Contract as of May 10, 1977 is hereby ratified by the Township Committee.

2. Copies of this resolution to Clerical Workers Union, Business Administrator, and to any other interested parties.

3. A certified copy of this resolution and the Agreement are to be forwarded to the Public Employment Relations Commission, Labor and Industry Building, John Fitch Plaza, P.O. Box 2209, Trenton, N.J. 08625, per N.J.S. 34:13A-8.2.

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JOHN C. KIEBLER, TOWNSHIP CLERK

DATED: May 10, 1977

RECORD OF VOTE	DEP. MAYOR				MAYOR
	BATES	PHILLIPS	POLITO	WILLIAMS	SAVAGE
YES	X		X	X	X
NO					
NOT VOTING					
ABSENT		X			

I, John C. Kiebler, Clerk of the Township of Jackson in the County of Ocean, hereby certify that the above is a true copy of a resolution adopted by the Township Committee on the 10 day of May 1977.

Approved as to form and contents:  
Joseph F. Martone, Township Attorney.

  
JOHN C. KIEBLER, TOWNSHIP CLERK